

# PLAINTIFFS' EXHIBIT 1

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*In The Case Of*

*Victoria A. Amelina, an individual; and A.A.; D.S and B.S., each  
individuals and minors by and through their Guardian Ad Litem, Victoria  
A. Amelina*

*v.*

*Manufacturers and Traders Trust Company aka M&T Bank, Safeguard  
Properties, LLC, and The Wolf Law Firm, A Law Corporation*

*14-cv-1906-WQH-NLS*



8/14/2013



2-750-69801-0012343-003-01-000-000-000-000



VICTORIA A AMELINA  
1355 NICOLETTE AVE UNIT 1313  
CHULA VISTA CA 91913

Re: Mortgage No. 0053079034  
Property Address: 1355 NICOLETTE AVE UNIT 1  
CHULA VISTA CA 91913  
Name of Creditor to whom the debt is owed: LAKEVIEW LOAN SERVICING

Dear Customer:

M&T Bank (MTB), the servicer of the loan described above, is sending you this notice that as of the date of this letter, the amount of the debt in connection with this loan is \$236,704.14 (including principal, accrued interest, late charges and other fees if applicable).

The amount of the debt shown above may increase as a result of interest, late charges and other amounts that may accrue after the date of this letter.

Unless you notify us within thirty (30) days after the receipt of this notice that you dispute the validity of this debt, or any portion of it, we will assume the debt is valid. If you notify us in writing within this thirty (30) day period that the debt or any portion is disputed, we will obtain verification of the debt and mail a copy of the verification to you.

If you send us a written request within thirty (30) days of this notice, we will mail you the name and address of the original creditor on your mortgage loan.

If you pay the amount shown above, an adjustment may be necessary after we receive your payment and we will inform you before depositing your payment. The amount of the debt specified above is also not the amount needed to cure the default and bring your loan current, which will be less than the total amount needed to pay the debt in full. For further information, please write the undersigned or call me at 1-800-724-1633.



If your legal obligation was previously discharged in Bankruptcy this paragraph applies to you: Nothing in this letter is to be construed as an attempt to collect a debt against you personally or an attempt to revive personal liability on any discharged debt. References to "debt" elsewhere in this letter should be read as references to amounts secured by the Mortgage or Deed of Trust. Although you cannot be held personally responsible for making the payments, M&T Bank continues to have the right to foreclose on the security real property if payments are not made or other conditions in the Mortgage or Deed of Trust are not met.

Unless you have received a discharge order of this debt from a bankruptcy court, please be advised this is an attempt to collect a debt and any information will be used for that purpose.

We would like to help you avoid foreclosure and are interested in working with you to come up with a solution in resolving the default on your Mortgage or Deed of Trust. Please contact us at 1-800-724-1633 to discuss various options that may be available to you.

Sincerely,

Robert Horan  
Supervisor  
Homeowners Assistance Center